

CITY OF FAIRFIELD
RESOLUTION NO. 2018 - 113

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING
THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND
FIRST SECURITY SERVICES FOR SECURITY SERVICES AT THE FAIRFIELD
TRANSPORTATION CENTER**

WHEREAS, the City of Fairfield contracts for security services at the Fairfield Transportation Center; and

WHEREAS, the City of Fairfield released a Request for Proposal for Security Services at the Fairfield Transportation Center; and

WHEREAS, the proposal submitted by First Security Services provided the best value for the security services for the Fairfield Transportation Center.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute the Contractor Services Agreement with First Security Services to perform security services at the Fairfield Transportation Center in the amount of \$382,411.44 for the period of July 1, 2018 to June 30, 2020, and in the amounts of \$198,082.80 (July 1, 2020 to June 30, 2021) and \$201,359.76 (July 1, 2021 to June 30, 2022) if the City exercises options to extend the agreement.

Section 2. The City Manager is hereby authorized to implement the above-mentioned agreement, including the specific authority to approve up to two one-year extensions as provided in Item 8 of the Agreement.

PASSED AND ADOPTED this 5th day of June, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: **NONE**

ABSENT: COUNCILMEMBERS: **NONE**

ABSTAIN: COUNCILMEMBERS: **NONE**

Karen L. Rees
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of June 11, 2018, by and between the City of Fairfield, a municipal corporation (the "CITY") and First Security Services ("CONTRACTOR"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONTRACTOR. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. The term of this Agreement (the "Contract Term") shall be for two (2) years beginning July 1, 2018 and ending June 30, 2020.

8) CONTRACT OPTIONS. The City, in its sole discretion, may extend the initial contract term twice for one (1) year periods upon the same terms and conditions set forth herein. Pricing for the option years shall be as stated in Exhibit "B".

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____

CONTRACTOR

David A. White
City Manager

By: _____

EXHIBIT "A"

Scope of Services for the Fairfield Transportation Center

- 1. General Note.** The FTC is a public facility and is open to the public 24hrs/day, 365 days a year. Because it is public and CONTRACTOR personnel are acting in the place of, and representing the City, they should conduct themselves in a manner that is equivalent to or exceeds City standards. Maintaining excellent customer service and good working relationships with the public are very important goals of the City.

Security guards, as required by the City of Fairfield at the Fairfield Transportation Center, are to act in the best interests of the City to protect its patrons, contract employees, facilities, vehicles and guests. The security guards shall be present to monitor persons and activities in and around the facilities to ensure a safe environment for all individuals.

2. Hours of Operation. The FTC parking garage and parking lot are open to the public 24 hours a day, 365 days a year; however, the remaining areas of the FTC have the following hours of operation:

CONTRACTOR is to allow admittance to the above facilities only during the hours of operation. At all other times, CONTRACTOR is to refuse admittance and loiterers should be asked to leave the site.

3. General Conditions

Security services at the Fairfield Transportation Center are as follows:

a. One guard shall be on duty for twenty-four (24) hours per day, seven (7) days per week. The guard is expected to remain onsite during lunch or be relieved by another guard during his or her lunch. At a minimum, the guard will perform security sweeps on an hourly basis. The guard shall walk in the supervision of the two sites. The sites consist of the parking lot, parking garage, plaza area and the perimeters of Fairfield Transportation Center. The guard shall also monitor persons and their behavior to ensure a safe environment.

- b. CONTRACTOR must provide a modern GPS based guard tour system to monitor the patrols of the guards. The features of the system shall include but are not limited to: live tracking, historical tour reports, alerts to supervision personnel if guards leave the site, alerts to supervision personnel if device/guard is stationary for extended periods of time, notifications when guards sign on and off shift, electronic daily activity reports, and electronic incident reports. City of Fairfield staff shall be provided access to any reports or live data that are available in the system.
- c. The guard will be required to act on behalf of the City of Fairfield in an efficient, courteous, and professional manner at all times, to monitor and notify Fairfield Police of improper or destructive behavior, and insist that appropriate behavior prevail.
- d. The guard will be required to perform security sweeps of the parking lots and perimeters of the Fairfield Station and the Fairfield Station Parking Structure. At the conclusion of their shift, the guard going off duty shall ensure the buildings are secure and properly alarmed.
- e. Guards shall make available, at any time while on duty, their guard cards. Guards shall be expected to present cards to members of the Fairfield Police Department or designated City of Fairfield employees on demand. Failure to produce a valid guard card shall be grounds for termination of the contract.
- f. All guards must be neat, clean and properly uniformed and have a clear command of the English language. Uniforms shall not be similar to those of the Fairfield Police Department. All shirts shall be tucked in.
- g. All guards shall be equipped with phones capable of communicating with other guards who are elsewhere on the site (if applicable), their dispatch center, and to contact Fairfield Police (911 or 707-428-7300). This device shall be kept with CONTRACTOR personnel at all times. CONTRACTOR will contact Fairfield Police at any time they believe it is necessary.
- h. Security guards shall arrive at Fairfield Transportation Center at scheduled time, properly uniformed, with all necessary equipment to perform job satisfactorily. Additionally, guards shall refrain from socializing with any one group for any period of time unless necessitated as part of their patrol duties. Guards shall refrain from onsite visitors at all times.
- i. CONTRACTOR shall walk entire site on a continuing basis, and limit the amount of time sitting in an office or otherwise remaining in the same area; the entire site needs to be surveyed. Sitting in a personal vehicle is not acceptable.
- j. The guard office shall only be used for storing equipment, report writing, and required breaks. CONTRACTOR will be provided a key to the guard office located at the parking structure. The key shall be returned by CONTRACTOR at the end of the contract.
- k. Security supervisors shall, at a minimum, perform monthly observations of each site officer.

4. **Daily Report.** CONTRACTOR shall prepare and retain a daily report. Report shall be available for review by City at any time. However, only unusual incidents (i.e. matters of safety, health, building maintenance, graffiti, negative public contact, etc.) or other matters that are out of the ordinary, shall be reported to the Transportation Division Office. These incidents shall be reported no later than the following day after the incident. Reports shall be delivered to City by electronic mail.
5. **Monthly Supervisor's Report.** CONTRACTOR shall prepare and retain a monthly report of observation of site officers. The report shall be available for review by City at any time. Supervisor's monthly reports shall be delivered to City by electronic mail.
6. **Physical Damage/Injuries.** If any physical damage occurs to the FTC, or any person sustains an injury that requires an emergency response, CONTRACTOR shall at a minimum, make the following contacts:

Fairfield Police	911 or 707-428-7300
Transportation Division Office	707-434-3800

If there is no answer at the office, the voicemail system picks up, or it is after hours, call the following numbers in order of sequence as an alternative:

Nigel Browne	- Office	707-434-3806
	- Cell	707-249-3319

7. **Door Checks.** CONTRACTOR shall check all exterior doors of the office building hourly (before 8:00 a.m. and after 5:00 p.m. Monday through Friday, and 24 hours Saturday and Sunday) to confirm they are locked. CONTRACTOR shall check all exterior doors of parking structure hourly (24 hours/day 365 days year round), including Transit Store, leasable spaces, and utility doors, to confirm they are locked.

If any doors are found to be unlocked, and it does not appear that a responsible person is present, CONTRACTOR shall use following numbers to contact City:

Nigel Browne	- Office	707-434-3806
	- Cell	707-249-3319

8. **Passenger Island/Bus Bays.** CONTRACTOR shall monitor entrance area to bus bays, and discourage drivers of private vehicles from operating into or through the bus bay area. CONTRACTOR shall monitor area at all times but with greater diligence Monday through Friday from 4:00 a.m. to 8:00 a.m. and 4:00 p.m. to 8:00 p.m.
9. **Recording License Plates of Speeding Drivers.** CONTRACTOR shall monitor parking areas and discourage drivers from exceeding the posted speed limit of five miles per hour. CONTRACTOR shall record vehicle license plate of offending driver and forward to Transportation Division office.
10. **Suspicious Vehicles.** When you observe suspicious behavior, vehicles/persons cruising the structure such as you will need to get a description of the car and any persons in the car, the amount of people in the car and so on. This information will

need to be reported to the Fairfield Police Dept. **NON-emergency** number. Phone number will be provided.

11. **Skaters.** CONTRACTOR shall discourage skateboarders and/or other skate users from using the FTC as a playground. Their skates cause damage to the facility and they may become injured.
12. **Bathrooms.** CONTRACTOR shall ensure bathroom doors remain closed at designated times. CONTRACTOR shall be provided a key to the men's and women's bathrooms (same key opens both) located at the parking structure. The key shall be returned by CONTRACTOR at the end of the contract.
13. **Vehicle Alarms.** CONTRACTOR shall investigate vehicle and area of vehicle when alarm sounds, and take appropriate action (i.e. call police) as needed.
14. **Return of Shopping Carts.** CONTRACTOR shall remove any shopping carts found at the FTC as soon as possible. City staff will designate the location where the shopping carts are to be placed. As an alternative, CONTRACTOR may contact respective store management and request the carts retrieval.
15. **Garbage Dumpster and Recycle Bin.** CONTRACTOR shall monitor location of garbage dumpster and recycle bin, and ensure both are kept within the concrete access ramp immediately in front of garbage storage room. Recycle bin pick-up is scheduled weekly for Monday and Garbage pick-up is scheduled weekly for Thursday.

Because the custodians do not service the site until the evening, the dumpster and recycle bin are not returned to the storage room until evening of each service day, and may migrate to the alley and become a safety hazard. If this occurs, CONTRACTOR is to return the bins to the concrete access ramp.

16. **Parking Management.** CONTRACTOR shall closely monitor parking capacity inside the parking structure Monday through Friday between 4:00am and 5:00pm during their patrol rounds. When the number of open parking stalls on the top deck of the parking structure is at 5 or less the blue "Top Deck Full" sign will be placed at the entrance to the garage. As the CONTRACTOR monitors the garage and more parking stalls start to become free again to where the parking structure is no longer deemed full, the "Top Deck Full" sign will need to be taken down.

The City intends to implement a paid parking program on the site and CONTRACTOR may be required to assist in the operation of this program. CONTRACTOR duties would include but are not limited to: providing parking information to the public, assisting with equipment issues (such as raising the gates on failure), assisting the public with payment kiosks, etc.

17. **Traffic Control.** CONTRACTOR will be required to perform routine traffic control functions on the site.

18. Special Conditions

- a. Firm must have a minimum of ten (10) years of experience.
- b. All guards assigned to the Fairfield Transportation Center shall be bonded and employed by a company holding a valid California Private Patrol Operator license that provides 24-hour dispatch. Additionally, all guards shall be licensed and carry their guard cards with them whenever on premises. At the request of Fairfield Police, guards shall immediately present the guard cards for viewing.
- c. Lethal weapons shall be prohibited. Guards carrying batons or chemical agents must have a valid certification from the State of California.
- d. The security company must have a good working relationship with local law enforcement agencies.
- e. CITY shall have the right to remove any CONTRACTOR employee from service on the site.

19. Records and Audits. CONTRACTOR shall maintain accurate and complete records specifically relating to the service provided under the contract. CONTRACTOR shall also keep records and books of account showing times and scope of services provided in the performance of the contract. The City shall have the right to inspect and audit the books, records and other items relating to the contract.

20. Ongoing Training. CONTRACTOR shall provide a minimum of four (4) hours of ongoing training to security guards on a semi-annual basis. CONTRACTOR shall provide CITY with documentation of ongoing training sessions no later than 10 business days after the training sessions are complete. The contents of the documentation shall include but are not limited to: topics covered in the training, duration of time spent on each topic, date of training, and a roster of guards in attendance. Documentation of the training shall be delivered to City by electronic mail.

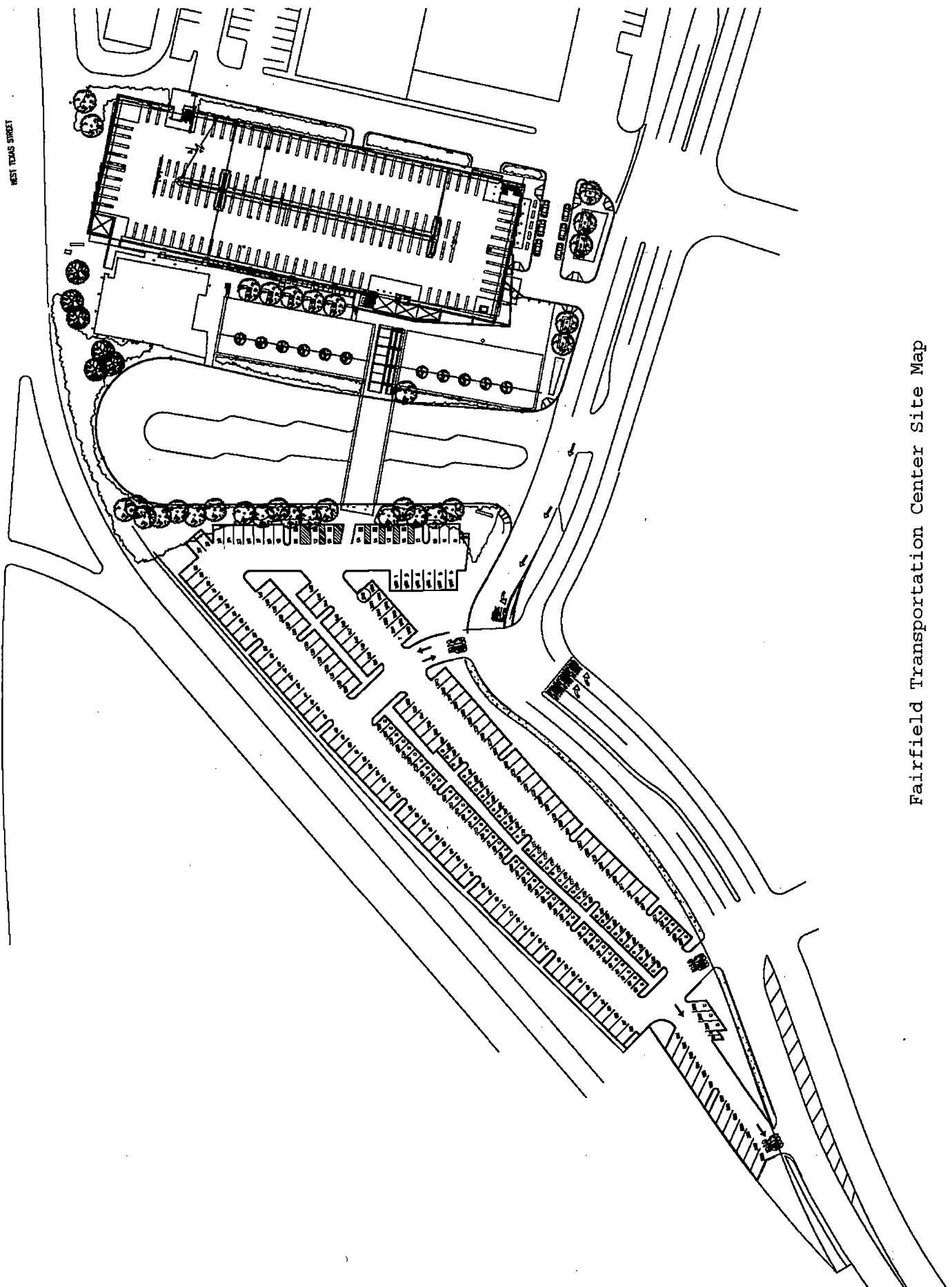
21. Liquidated Damages for Non-Compliance. CONTRACTOR shall be assessed \$100 by City for each non-compliant occurrence with the Agreement, including the following non-compliant actions:

- a. Sleeping while on duty.
- b. Failure to perform "door checks" as defined.
- f. Reading or spending time in personal car.
- g. Failure to be reached on work cell phone.
- h. Having excessive personal visitors during work shift.
- i. Personal calls or personal cell phone use while on duty.

22. Invoice Deductions. The CONTRACTORs hourly rate will be deducted from its invoice for the length of time that it fails to provide coverage on the site. These deductions include but are not limited to:

- a. Tour gaps in excess of 30 minutes.
- b. Guard leaves the site or abandons shift.
- c. No guard is present on site.

WEST TEXAS STREET



Fairfield Transportation Center Site Map

EXHIBIT "B"

PAYMENT

1. The total contract price for services rendered by CONTRACTOR under this Agreement shall not exceed \$781,854.00.

2. CONTRACTOR shall submit monthly invoices to CITY based on the hourly rate schedule below. Payment shall be made to CONTRACTOR for same.

The applicable holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Eve.

FY 2018/2019

Number of Annual Regular Hours: 8592

Number of Annual Holiday Hours: 168

Regular Hourly Rate: \$20.89

Holiday Hourly Rate: \$28.82

Annualized Price: \$184,382.64

FY 2019/2020

Number of Annual Regular Hours: 8616

Number of Annual Holiday Hours: 168

Regular Hourly Rate: \$22.38

Holiday Hourly Rate: \$31.29

Annualized Price: \$198,082.80

FY 2020/2021 (Option Year 1)

Number of Annual Regular Hours: 8592

Number of Annual Holiday Hours: 168

Regular Hourly Rate: \$22.38

Holiday Hourly Rate: \$31.29

Annualized Price: \$198,082.80

FY 2021/2022 (Option Year 2)

Number of Annual Regular Hours: 8592

Number of Annual Holiday Hours: 168

Regular Hourly Rate: \$22.82

Holiday Hourly Rate: \$31.49

Annualized Price: \$201,359.76

3. Any additional meetings of work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by CITY and CONTRACTOR, and shall be billed on a time and material basis to CITY. **Unauthorized work shall be at the CONTRACTOR's expense.**

EXHIBIT "C"
GENERAL PROVISIONS

1) **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

2) **LICENSES; PERMITS; ETC.** CONTRACTOR represents and warrants to CITY that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice his profession.

3) **TIME.** CONTRACTOR shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. CONTRACTOR shall adhere to the Schedule of Activities as described in their Executive Summary.

4) **CONTRACTOR NOT AN AGENT.** Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) **PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) **STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products which CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CITY shall be the sole judge as to whether the product of the CONTRACTOR is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONTRACTOR. CONTRACTOR is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONTRACTOR shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONTRACTOR provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONTRACTOR is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONTRACTOR shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONTRACTOR, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONTRACTOR is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONTRACTOR or any person directly or indirectly employed by or acting as agent for CONTRACTOR in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONTRACTOR'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONTRACTOR NOT A PUBLIC OFFICIAL. CONTRACTOR is not a "public official" for purposes of Government Code §§ 87200 et seq. CONTRACTOR conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONTRACTOR possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONTRACTOR in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONTRACTOR shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONTRACTOR is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONTRACTOR is doing business as a sole proprietorship, CONTRACTOR shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONTRACTOR is doing business as other than a sole proprietorship, CONTRACTOR shall provide CONTRACTOR'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

- a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$1,000,000
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; and automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONTRACTOR'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONTRACTOR shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONTRACTOR to verify existence of sub-contractor's insurance shall not relieve CONTRACTOR from any claim arising from sub-contractors work on behalf of CONTRACTOR.